



Secretary's Directive

MARYLAND DEPARTMENT OF JUVENILE JUSTICE

DIRECTIVE NO. 003

EFFECTIVE DATE: March 3, 2000


TO: All Department Personnel

SUBJECT: Establishment of Policy on
Foster Grandparents Program

Effective this day, I am issuing this policy directive concerning the establishment of a policy regarding:

Foster Grandparents Program Policy 01.16.28

This policy directive shall remain in effect until and unless this policy is superceded by another policy. This directive is the policy of the Department of Juvenile Justice and is effective immediately. This policy shall be distributed to all department personnel and shall be included in all appropriate manuals. Failure to obey this policy directive shall be grounds for discipline up to and including termination.


Bishop L. Robinson
Acting Secretary



MARYLAND DEPARTMENT OF JUVENILE JUSTICE

Unit or Area: **All DJJ Units and Facilities**Policy Number: **01.16.28**Subject: **Foster Grandparents Program**Effective Date: **03/03/00**

Approved: _____



Review Cycle: 1 Year

I. POLICY: The purpose of this policy is to standardize operational procedures and insure consistency in personnel issues for the Foster Grandparent Program. The Department of Juvenile Justice (DJJ) is the sponsor for the Foster Grandparent program that is federally funded by the Corporation for National and Community Service.

II. AUTHORITY: P.L. 93-113, as amended, 42 U.S.C. § 4950, et seq.; Title 45, Chapter XXV, Part 2552 of the Code of Federal Regulations.

III. DEFINITIONS:

Corporation for National and Community Service (CNCS): The authorized Federal Department/Agency that establishes rules and regulations for the Foster Grandparent Program.

Sponsor: The Maryland State Department of Juvenile Justice.

Project Director: The Department Of Juvenile Justice staff member responsible for the operation and daily management of the Foster Grandparent Program.

Site Coordinator: The Department of Juvenile Justice staff member or other DJJ designated person located on site at the volunteer station who supervises the day to day work of the Foster Grandparent volunteer.

Volunteer Site: The location to which a Foster Grandparent volunteer reports to perform his or her duties as a member of the Department of Juvenile Justice Foster Grandparent Program.

IV. PROCEDURES:

A. Work Criteria

1. Foster Grandparents are volunteers and are not employees of the Department, the volunteer station, the Corporation for National and Community Service, or the Federal Government.
2. A pre-service and annual physical examination is required and must be submitted to the Project Director, to determine fitness for duty.
3. Under no circumstances shall a Foster Grandparent receive a fee or gratuity for services from service recipients, their legal guardians, members of their family, or friends.
4. Foster Grandparents shall give direct services to one or more eligible children. Foster Grandparents cannot be assigned to roles such as teachers aides, group leaders, or other similar positions that would detract from a person to person relationship.
5. Upon entering the program, Foster Grandparents shall serve a (3) three month probationary period.
6. Foster Grandparents' shall be eligible to receive an hourly stipend as established by the Corporation. This stipend is tax free and shall not be claimed as income. To receive a stipend, a Foster Grandparent's annual income must not exceed the federal guidelines set forth in the federal regulations authorizing the Foster Grandparent Program.
7. Over-income persons age 60 or more may be enrolled in the Foster Grandparent Program as non-stipend volunteers. They must not displace or prevent eligible low-income individuals from becoming Foster Grandparents and no special privilege or status is to be granted or created among Foster Grandparents, stipended or non-stipended. Equal treatment is required.
8. Foster Grandparents shall serve a minimum of nine months a year for an average of 20 hours of service per week. A Foster Grandparent shall not serve more than 1044 hours per year.

9. A Foster Grandparent shall not perform any service or duty or engage in any activity that would otherwise be performed by an employed worker or that would supplant the hiring of or result in the displacement of employed workers, or impair existing contracts for service.
10. Because the actions of any one of the Foster Grandparents affects the image and effectiveness of the entire program, each Foster Grandparent shall:
 - a. Serve to the maximum of his or her ability,
 - b. Be neat in appearance,
 - c. Exhibit courtesy and respect when interacting with fellow Foster Grandparents, youth, DJJ staff, and the public, and
 - d. Serve as a role model for youth.
11. The Foster Grandparent Project Director shall provide Site Coordinators with the hourly stipend rate and federal annual income limit guideline.
12. The Foster Grandparent Project Director shall notify the Site Coordinators about all changes in Federal Regulations.

B. Recruitment and Retention

1. Selection Criteria. Applicants shall:
 - a. Be capable and responsible persons of good character and reputation,
 - b. Be persons shall be age sixty (60) and older, and
 - c. Have an income at the time of application not to exceed the federal guidelines in order to receive the stipend.
2. Eligibility to be a Foster Grandparent shall not be restricted on the basis of formal education, experience, race, religion, color, national origin, sex, age (except for the federally mandated minimum age of 60), handicap, or political affiliation.

3. Serving in this program shall not be offered as a consideration or reward for the political support of any political party or candidate for public office, nor may any person as a Foster Grandparent engage in partisan activity while actually serving as a Foster Grandparent.

C. Reimbursement for Travel

1. Foster Grandparents using public transportation to their volunteer stations shall be reimbursed a travel allowance equal to public transportation cost per day.
2. Foster Grandparents using personal transportation shall be reimbursed a travel allowance at the per mile state rate.
3. Both the rate and allowances of such reimbursement are possible only when within budgetary limits and state regulations.

D. Incentive Leave

1. Foster Grandparents may earn leave days as a retention incentive according to their years of service. The stipend is paid for this earned leave.
2. Earned incentive leave days are accrued after satisfactory completion of one year of volunteer service as a Foster Grandparent.
 - a. Incentive leave days may be earned at the rate of one (1) day for each additional year of service up to a maximum of ten (10) days per year.
 - b. Incentive leave days must be taken during the year in which they are accrued.
 - c. Incentive leave days are not to be accumulated or carried over to future years and are lost if not used.

E. Sick Leave

1. A Foster Grandparent shall receive up to fifteen (15) paid sick leave days per year based on a four (4) hour work day, or sixty (60) hours per year. This leave cannot be accumulated or carried over to future years.

2. A Foster Grandparents shall remain on the active list while on sick leave for thirty (30) consecutive days per sick leave occurrence.
3. If a Foster Grandparent returns from sick leave before thirty (30) days, the Foster Grandparent will automatically be returned to their site.
4. If a Foster Grandparent is unable to return after thirty (30) days, the Foster Grandparent will be placed on the waiting list and given first consideration for a Foster Grandparent opening when able to return to active status.
5. Upon return to active status, the Foster Grandparent shall submit a physician statement saying that they may return to work to the Site Coordinator who shall submit it to the Project Director.
6. After five (5) consecutive days of illness, a Foster Grandparents shall provide a physician statement saying that he or she may return to work before returning to his or her assignment.

F. Hazardous Weather Days

1. Foster Grandparents shall not travel to their sites:
 - a. When weather reports state that persons with respiratory and heart diseases should remain inside, and the Foster Grandparent personally suffer from such illnesses.
 - b. When schools where a Foster Grandparent lives or volunteers are closed, or
 - c. When weather reports predict temperatures over ninety-eight (98) degrees.
2. The Department shall allow up to five (5) a paid weather days per year, based on a four (4) hour work day, or twenty (20) hours per year. This leave cannot be accumulated or carried over to future years.
3. Foster Grandparents shall consult local weather reports for notice of hazardous weather days.

4. Foster Grandparents shall notify their Site Coordinator when they are unable to appear at their assigned volunteer station because of hazardous weather.

G. Vacation Leave

The Department shall allow five (5) paid vacation days based on a four (4) hour work day, or 20 hours per year. This leave cannot be accumulated or carried over to future years.

H. Paid Holidays

1. Foster Grandparents shall be paid for all State Holidays as articulated by the Maryland General Assembly for all State employees.
2. These paid holidays will be based on a (4) hour work day.
3. These hours cannot be accumulated or carried over to future years.

I. Insurance Coverage

1. Foster Grandparents are volunteers and are not covered under Worker's Compensation Insurance.
2. Foster Grandparents shall be covered under CIMA Companies, Inc., agent for Insurance Company of North America; which includes coverage for accidents, personal liability and excess automobile insurance as required by the Corporation for National Service. This insurance shall be secondary insurance and shall cover excess expense incurred as the result of an volunteer activity-related injury.
3. Reporting Injuries
 - a. All injuries shall be reported immediately to the Site Coordinator.
 - b. The Site Coordinator shall submit a report to the Project Director within one (1) working day.
 - c. The Project Director shall make a report to the insurance company within three (3) working days.

4. Foster Grandparents are volunteers and are not eligible for the State Unemployment Insurance Program.

J. All Foster Grandparents shall receive the following training:

1. Forty (40) hours of orientation training of which twenty (20) hours must be pre-service training,
2. Four (4) hours of mandatory monthly in-service training sessions, and
3. Individual site training as requested by the Site Coordinator.

K. Jury Duty

1. Any Foster Grandparent called to serve on a jury or as a witness shall be given the time to serve without loss of stipend. Stipend shall be paid as if the normal service time had been completed.
2. Any monies received for jury or witness expenses shall remain with the Foster Grandparent.

L. Evaluations

1. All Foster Grandparents shall be evaluated by their Site Coordinator in cooperation with the project staff each June and December.
2. After three (3) consecutive unsatisfactory evaluations, a Foster Grandparent shall be terminated by the Project Director.
3. Foster Grandparents receiving unsatisfactory evaluations shall be evaluated monthly until their performance is again rated satisfactory or above.
4. Site Coordinators shall forward unsatisfactory evaluations to the Project Director within 5 working days of the evaluation.

M. Attendance

1. Failure to attend a mandatory Foster Grandparent program activity is subject to forfeiture of up to three (3) days stipend. Mandatory program activities include:

- a. Forty (40) hours of orientation training,
 - b. Monthly in-service training sessions,
 - c. Other mandatory activities as designated by the Department or Project Director.
2. Foster Grandparents shall notify their Site Coordinator when they are unable to appear at their assigned volunteer station for any reason.

N. Personnel Records

1. Personnel records shall contain application, references, criminal background checks, annual income reviews, evaluations, correspondence, record of work hours and stipend payments.
2. Foster Grandparents shall be responsible for providing the project office with the following information:
 - a. Annual physician's report due by June 30th each year,
 - b. Name of person to notify in case of emergency,
 - c. Name of personal physician,
 - d. Legal change of name,
 - e. Annual income, and
 - f. Change of address or telephone number, if applicable.
3. The Project Director shall provide emergency information to the Site Coordinators for each Foster Grandparent.

O. Grievance Procedure

1. Present grievance in writing to Site Coordinator for resolution.
2. Present grievance in writing to Project Director if dissatisfied with Step 1 resolution.

3. Present grievance to advisory council grievance committee if dissatisfied with Step 2 resolution.
 4. The advisory council's grievance committee will submit their recommendations to the Project Director who will make the final decision.
- P. Foster Grandparents may be terminated for cause including, but not limited to the following reasons:
1. Three (3) unsatisfactory evaluations,
 2. Unethical practices,
 3. Curtailment of funds,
 4. Excessive unauthorized absences,
 5. Misconduct
 6. Three (3) consecutive absences from in-service training sessions,
 7. Inability to perform assigned duties,
 8. Failure to accept supervision, and
 9. Failure to inform Sponsor of income in excess of the eligibility level.